

A G R E E M E N T

This Agreement made this 14<sup>th</sup> day of February, 1974, by and between:

Anaconda Aluminum Company, Division of The Anaconda Company  
**First National Tower**  
Louisville, Kentucky, U.S.A. 40201

Hereinafter referred to as "Buyer"

and

Aluminum Company of Canada, Ltd.,  
1 Place Ville Marie,  
Montreal, Quebec, Canada

Hereinafter referred to as "Seller"

WITNESSETH:

In consideration of the premises and the mutual promises hereinafter contained, the parties hereto agree as follows:

1. QUANTITY - DELIVERY SCHEDULE

Seller agrees to sell and deliver, and Buyer agrees to purchase, accept delivery of, and pay for approximately 15,000 tons of calcined coke (hereinafter referred to as "coke") during the calendar year 1975.

It is understood that this coke will be used in the operation of Buyer's aluminum reduction plant at Columbia Falls, Montana. Additional quantities of coke may be available in the fourth quarter of 1974, and shall be considered as additions to this contract if the sale and purchase of such quantities is mutually agreeable to Buyer and Seller.

2. SHIPPING ARRANGEMENTS

Coke delivery hereabove shall be loaded and trimmed in covered hopper cars at Seller's Edmonton calciner, and title shall pass from Seller to Buyer at this point.

It is understood by both Buyer and Seller that the quantities mentioned above shall be delivered at an even and regular rate throughout the contract period. Naturally, alterations to this schedule may be made if mutually agreeable to Buyer and Seller.

#### QUALITY

The quality of the coke to be delivered hereunder shall conform to the specification which is attached as appendix A. Any alteration to this specification must be mutually agreeable to Buyer and Seller. Seller shall not be liable for any consequential damage or for loss damage or expense arising directly or indirectly from the use of the coke.

#### PRICE

The price of the coke hereunder shall be the current domestic list price of Aluminum Grade calcined coke existing in the Los Angeles area of California, U.S.A. at which, the Buyer is able to obtain a similar quality of coke in the quantities covered by this contract. The price will be stated f.o.b. rail cars Edmonton, in U.S. Dollars per short ton which will correspond exactly to the price for California coke f.o.b. rail cars Los Angeles area. Price alterations will be effective immediately upon notification from Seller to Buyer.

TERMS OF PAYMENT

Seller shall invoice Buyer twice per calendar month for shipments of coke made between the first (1st) and fifteenth (15th), and again for shipments made between the sixteenth (16th) and end of month. Buyer shall pay Seller not later than thirty (30) days after receipt of Seller's invoice. The date of shipment shall be determined by when the rail car is loaded and trimmed at Seller's Edmonton calciner and notification given to the railroad of its readiness for dispatch.

PERIOD OF CONTRACT

Although the initial period of this contract is only for the year 1975, these terms and conditions shall continue in force on an annual basis after that date, unless one party gives notice of termination to the other in writing prior to December 1, 1975.

Quantities of coke contracted for one calendar year may not be carried over to the following year.

FORCE MAJEURE

It is understood and agreed that Seller shall not be held liable for its failure to deliver, or delay in delivering, nor Buyer for its failure to receive, or delay in receiving, the coke sold hereunder provided such failure or delay is caused by war, invasion, insurrection, blockade, riot, flood, earthquake, inevitable accident, act of God, fire, strike or other labour disturbances, shortage of labour, power, fuel, or raw materials, refusal or inability of carriers to furnish transportation

facilities, acts or requests of the United States or Canadian Governments, or of any State or local government, or of any officer or agent of any such governments purporting to act upon authority, interference of civil or military authorities, or other causes of a like nature beyond their control, provided the party so failing shall give prompt written notice to the other, stating in full the grounds upon which it seeks to be excused, and, providing further, that should said grounds not be removed within ninety (90) days, either party may suspend or terminate this agreement by giving the other written notice of its intention to do so. It is further understood and agreed that, upon receiving such notice of inability to deliver from Seller, Buyer may acquire such emergency supplies of Coke, or substitute material from others as it may require in order to ensure the continued operation of its plant at Columbia Falls, Montana, during the period of Seller's inability to deliver hereunder.

#### DETERMINATION OF WEIGHTS

Seller, at its own cost, shall determine the weight of each shipment by means of railroad approved scales within its Edmonton plant. Seller shall forward to Buyer a weight certificate along with the invoice. If Buyer desires an alternative determination of weight, then this shall be made at Buyer's expense.

#### SAMPLING

Seller does not intend to sample and analyse each rail car shipment of coke. Seller intends to analyse daily composite samples for real density, ash, and moisture. All of the specifications would be based upon a

monthly composite sample taken off the kiln production. The analysis of this sample shall be made available to Buyer at his request.

#### NOTICES

If and whenever either party hereto desired to give notice to the other party under or in connection with the CONTRACT, such notice will be deemed to have been effectively given if sent by Registered Mail to Anaconda Aluminum Company at **First National Tower**, Louisville, Kentucky, and Aluminum Company of Canada, Ltd., at P.O. Box 6090, Montreal H3C 3H2, Quebec, Canada, and will be deemed to have been received at the time at which it would ordinarily reach the recipient after a mailing from the post office in which it actually was mailed.

#### WAIVERS

The waiver at any time of compliance with any provision or requirement of this contract shall not constitute or be construed as a waiver of such provision or requirement at a subsequent time.

#### CONSEQUENTIAL DAMAGES

It is agreed that in no event shall either party be liable for any consequential, special or contingent damages of the other party resulting from any delay or failure in performance hereunder.

#### ALTERATIONS OF CONTRACT

Various forms, such as purchase orders, shipping notices, statements and the like, may be used from time to time as a means of directing and ordering shipments of coke. All such forms are administrative

only and do not alter or amend the provisions of this agreement.

CONTRACT LOCATION

The provisions of this Contract are to be interpreted under the laws of the Province of Alberta, Canada.

IN WITNESS WHEREOF the parties hereto have executed this Agreement with effect as of the day and year first above written, at the places and on the dates indicated below.

Montreal, Quebec Feb. 14<sup>th</sup> 1974

WITNESS

ALUMINUM COMPANY OF CANADA, LIMITED

[Signature]

[Signature]

Louisville, Kentucky Dec. 21 1973

WITNESS

ANACONDA ALUMINUM COMPANY Division of  
The Anaconda Company

[Signature]

[Signature]  
Vice President-Anaconda Aluminum Company

APPROVED AS TO FORM

By [Signature]

Date 12/18/73

ENTERED ON TICKLER  
☐ YES ☒ ENTRY NOT REQUIRED

BY [Signature] 19 74

APPROVED AS TO TERMS AND CONDITIONS

By [Signature]

Date 2/19/73

APPENDIX A

OPERATING SPECIFICATION FOR EDMONTON  
CALCINED PETROLEUM COKE

<u>PROPERTY</u> (Determined by Alcan standard methods)	<u>TYPICAL ANALYSIS (WT.%)</u>	<u>SPECIFICATION WT. %</u>
Ash	0.1 - 0.2	0.50 Max.
VCM	0.1 - 0.2	0.50 Max.
Moisture	0.01 - 0.02	0.20 Max.
Silicon	0.01 - 0.05	0.05 Max.
Iron	0.01 - 0.06	0.06 Max.
Vanadium	0.01 - 0.02	0.03 Max.
Titanium	<0.001	0.01 Max.
Nickel	0.01 - 0.02	0.03 Max.
Sulphur	2.0 - 2.7	3.50 Max.
Manganese	<0.001	0.01 Max.
Real Density*	2.04 - 2.06 g/cc	2.04 - 2.06 g/cc

\*Real density to be done on minus 200 mesh, ASTM standard method

Daily composites would be supplied on real density, ash and moisture. All other specs would be based on monthly composites.

HDM:pe  
9 January 1973.